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IMPLICATE

AGREEMENT

Between

Board of Education, Township of Ewing Township Board

and

of Education

Food Services Department

September 1, 1984 through June 30, 1986

# 1. SALARY GUIDE

1984-85

<u>Level</u>	<u>Sec. Mngr.</u>	<u>Elem. Mngr.</u>	<u>Staff 5½ Hr.</u>	<u>Staff 4½ Hr.</u>	<u>Staff 3½ Hr.</u>	<u>Staff 2½ Hr.</u>
Starting	7730	5560	5035	4125	3090	2210
1	7990	5875	5315	4355	3280	2345
2	8270	6200	5610	4585	3470	2480
3	8540	6515	5910	4840	3655	2615
4	8840	6835	6210	5080	3840	2745

For the 1984-85 year, all employees beyond Level 4 shall receive 5.5% increase above their 1983-84 salaries plus an adjustment to reflect an additional ½ hour per day of employment compensation.

1985-86

Starting	7890	5575	5050	4135	3100	2220
1	8155	5885	5320	4365	3280	2355
2	8430	6210	5610	4595	3470	2485
3	8720	6540	5920	4840	3660	2620
4	8990	6870	6240	5110	3855	2760

For the 1985-86 year, all employees beyond Level 4 shall receive a 5.5% increase above their 1984-85 salaries.

- 1.1 A new employee will be eligible for placement at the 1st pay level if said employee has had a minimum of three (3) years experience.
- 1.2 An additional 5% salary adjustment shall be granted to a manager when he/she is responsible for one or more satellite feeding stations.
- 1.3 Any member of this unit assigned to work before or after his/her regular work schedule, with a break in service for that day, will be guaranteed three (3) hours of work at an hourly rate of 1.25 times his/her regular rate.

For all work performed on holidays or Sundays the hourly rate shall be 2.0 times his/her regular rate.

Personnel will be scheduled per a seniority list from the respective building. If no employee is available, the Dietitian will then make assignments from staff.

- 1.4 Employees will move to the next higher pay level during the period of this Agreement.

## 2. WORK HOURS AND TIME FOR EACH POSITION

	<u>Hours/ Day</u>	<u>Days/ Year</u>	<u>Hours/ Year</u>
Secondary Manager	6½	196	1274
Elementary Manager	5½	196	1078
Staff	5½	196	1078
Staff	4½	196	882
Staff	3½	192	672
Staff	2½	192	480

- 2.1 Work required and performed in excess of the stated days will be paid at the regular rate of pay assigned to that classification and employee.
- 2.2 Employees who work four (4) hours per day or more shall begin work on August 31, 1984 and employees who work less than four (4) hours per day shall begin work on the first day lunch is served in September, 1984. Time will be determined for the 1985-86 school year prior to June 1, 1985.
- 2.3 If an when an employee performs the duty of another employee, for a minimum period of one (1) week, he then will receive a salary for that period of time which would be equal to the amount he would receive if he were to perform that duty on a regular basis.
- 2.4 An employee must be employed prior to February 1 in order to qualify for the next higher level on the salary guide for the following school year.
- 2.5 When promotions are made from one group to another, the person so promoted shall be placed at the same salary step in the new classification if such promotion is made during the year. If made at the close of the school year, the employee will begin the new duties at his next step on the salary guide in the new classification.

### 3. INSURANCE PROTECTION

The Board shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program. For employees enrolled in the various available insurance plans, the Board shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans.
- b. All insurance benefits shall be provided by the Board at the prevailing rate.
- c. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board.

In no case will a person be covered under more than one plan. For each employee who terminates employment with the Board, the Board shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

### 4. LEAVES OF ABSENCE

Leaves of absence with pay shall be provided as follows:

#### A. Sick Leave

1. All employees shall be allowed sick leave with full pay for ten (10) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limits. An employee who cannot report for work due to illness on the first day of the school year, and has available accumulated sick leave, shall receive payment during this sick leave if an official notification from his physician includes an approximate date of his return to work.

4. LEAVES OF ABSENCE (contd.)B. Personal Leave

1. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides for up to three (3) days leave at full pay during any one school year (no unused days shall be accumulated) for any of the following reasons:
  - a. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child, or any member of the immediate household.
  - b. Death of a relative or close friend.
  - c. Recognition of religious holidays. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to an emergency.
  - d. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, brother, sister, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
  - e. Court subpoena.
  - f. Personal, legal business, or family matters which cannot be handled outside of school hours.
  - g. Any other emergency or urgent reason not included in (a) to (f) above, if approved by the Superintendent of Schools.
2. All requests for personal leave shall be submitted, in writing, on the proper form (in advance, when possible), recommended by the immediate supervisor, and approved by the Superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases.
3. Three (3) additional days leave may be granted for death in the immediate family (immediate family is considered the same as (a) above), and inlaws.

5. GRIEVANCE PROCEDURE

- 5.1 Grievance procedures are means by which employees may appeal the interpretation, application, or violation of the Agreement and administrative decisions affecting them.
- 5.2 A grievant is the person or persons making the claim.

## 5. GRIEVANCE PROCEDURE (contd.)

### 5.3 Procedure

- Step 1. The employee, or representative of the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence. The supervisor shall respond to the grievance within three (3) working days.
- Step 2. If the grievance has not been settled, it shall be presented, in writing, by the employee or employee's representative, to the Dietitian within three (3) working days after the supervisor's response. The Dietitian shall respond to the grievance in writing, within three (3) days.
- Step 3. If the grievance has not been settled, it shall be presented, in writing, by the employee or the employee's representative, to the Superintendent within three (3) working days after the Dietitian's response. The Superintendent shall respond to the grievance, in writing, within three (3) working days.
- Step 4. If the grievance has not been settled, it shall be presented by the employee or the employee's representative, in writing, to the Board of Education within three (3) days after the response of the Superintendent. The Board of Education shall respond, in writing, within two (2) calendar weeks. The decision of the Board of Education shall be final and binding.

## 6. GENERAL

- 6.1 A minimum of eleven (11) paid holidays shall be listed annually for employees working more than three and one half ( $3\frac{1}{2}$ ) hours per day and a minimum of ten (10) paid holidays shall be listed annually for employees working less than four and one half ( $4\frac{1}{2}$ ) hours per day.
- 6.2 After fifteen (15) years of continuous service in the district, upon retirement payment for unused sick leave shall be at one-half ( $\frac{1}{2}$ ) the average hourly rate of pay for the last ten (10) months of employment up to a maximum of \$1250.
- 6.3 Substitutes shall not be considered full time staff, and shall not be eligible for hospitalization, sick leave, personal leave, vacation, or other items considered "fringe benefits."
- 6.4 Permanent employees shall receive a salary when school is closed for any emergency (weather, heat, etc.).
- 6.5 The employer may establish reasonable and necessary rules of work and conduct for employees. Said rules shall be equitably applied and enforced. Periodic meetings may be requested by either party for the purpose of discussing rules, regulations, and working conditions.
- 6.6 Cafeteria employees are to clean tables and chairs in cafeterias. They will not be required to clean walls nor will they be required to lower or raise cafeteria tables folded in walls.
- 6.7 Reduction In Force:  
In the event of any reduction in force (R.I.F.), seniority (the Board appointment date of employment within this unit) shall apply.

## 6.7 Reduction In Force (contd.)

Any reduction in staff shall be accomplished in accordance with the following procedure:

- a. The employee(s) affected by such a reduction shall have seniority rights over the most junior employee in his/her current category of employment. Categories are:
  1. Secondary Managers
  2. Elementary Managers
  3. Staff \*
- b. An affected employee shall have seniority rights over the most junior employee in the next lower category (as stated above) for which he/she is qualified, provided he/she has more seniority.
- c. Affected staff employees shall have seniority rights over the junior employees in this category even if their hours of employment are less.

Notice of a new position or the first vacancy for a position in the three (3) respective categories covered by this Agreement will be posted and any employee (in the respective category) may apply for said position by submitting a proper bid in writing. Seniority shall govern the appointment subject to the ninety (90) day working probationary period. Succeeding vacancies caused by a transfer resulting from this procedure shall be filled by the Board.

6.8 Employees would not be paid when their respective schools are on a single session day schedule unless they worked those particular days.

6.9 This Agreement will be effective as of the 1st day of September, 1984 and remain in full force effective until midnight June 30, 1986. The contents of this document shall constitute the full Agreement between the Food Services Department employees and the Ewing Township Board of Education.

IN WITNESS WHEREOF, the parties have hereto set their hands this

\_\_\_\_\_  
20th day of August, 1984

FOR THE FOOD SERVICES

Marcella Restuccia  
Marcella Restuccia

Marguerite Bendel  
Marguerite Bendel

FOR THE EMPLOYER

Mary H. Schmidt  
Mary Schmidt, President  
Board of Education  
Ewing Township, New Jersey

J. Bruce Morgan  
J. Bruce Morgan  
Business Administrator/Board Secretary  
Board of Education  
Ewing Township, New Jersey

HOLIDAYS  
FOOD SERVICES  
1984-85

September 3	Labor Day
November 12	Veteran's Day (P)
November 22	Thanksgiving Recess (P)
November 23	Thanksgiving Recess (P)
December 25	Christmas Recess (P)
January 1	New Year's Day (P)
January 14	Martin Luther King, Jr.'s Birthday (P)
February 15	Lincoln's Birthday (P)
February 18	Presidents' Birthday (P)
April 5	Good Friday (P)
May 27	Memorial Day (P)

(P) - Less than four (4) hours per day employees



SIDEBAR AGREEMENT


between

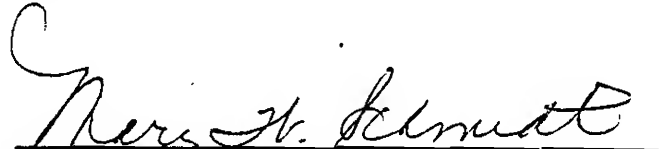
Ewing Township Board of Education


and

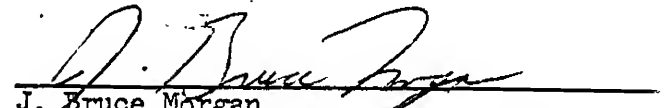
Food Services Employees

It is agreed by both parties that the Ewing Township Board of Education will deduct Association dues from belonging members of this unit when a formal request in writing for dues deduction has been presented to the Board along with documented evidence that the majority of the members request such action. The Board will deduct in equal installments, as nearly as possible, from paychecks paid to each belonging member and promptly transmit the amount so deducted to the Association.

  
Marcella Restuccia

  
Mary Schmidt, President  
Board of Education  
Ewing Township, New Jersey

  
Marguerite Bendel

  
J. Bruce Morgan  
Business Administrator/Board Secretary  
Board of Education  
Ewing Township, New Jersey

